

successfully been resolved. While this requires the exercise of judgment that does not lend itself to numerical measurements, such judgments are nevertheless inevitable in the kind of two-way relationship between carriers ordained by the 1996 Act. In these types of situations, the relevant inquiry is whether Ameritech has in place the necessary resources, processes, and procedures to provide carriers with the information and guidance they need effectively to access Ameritech's OSS. And as I have explained in my initial affidavit and further explain below, it is beyond question that Ameritech has in place such resources, processes, and procedures.

B. Pre-Ordering Interface Performance Measures

13. I would also note that, as this Commission has observed and the MPSC acknowledges (at 31), Ameritech's performance can only be measured on a "parity" basis where the function being measured is one that Ameritech performs for itself. Since Ameritech does not use separate interfaces to obtain access to its OSS, it is impossible to compare the timeliness of Ameritech's receipt of OSS-related pre-ordering information with the timeliness of requesting carriers' receipt of such information. That is why the OSS pre-ordering interface performance reports appended to my initial affidavit contain no column for Ameritech Retail.^{4/}

14. More importantly, however, none of Ameritech's competitors allege or demonstrate that the minimal time difference resulting from these competitors' use of a pre-ordering interface is service-affecting. As I explained in my initial affidavit, use of the interface to obtain pre-ordering information takes requesting carriers approximately five (5) to ten (10)

^{4/} AT&T argues that Ameritech's OSS interface performance reports are insufficient for failing to provide a comparison to Ameritech Retail. Pfau, ¶¶ 15, 39-41. LCI raises the same argument in its brief (at 19). For the reasons stated in this affidavit, these arguments are meritless.

seconds longer than retail per function. As the MPSC correctly noted (at 26), this difference precludes a strict parity comparison. Although carriers such as AT&T suggest that this disparity could lengthen pre-ordering transactions by approximately 20 seconds in total (Pfau Aff., ¶ 41), no carrier — including AT&T — asserts that this disparity would affect its ability to attract customers with equal effectiveness. That is not surprising, as a 20 second disparity in completing pre-ordering functions does not necessarily translate into a call that is 20 seconds longer: there are several items that must be discussed over the course of a customer call, and pre-ordering functions can be performed while they are being discussed. For example, service representatives typically discuss promotions, available features, maintenance plans, customer premises equipment that can be purchased, and credit checks, among other things, over the course of a typical pre-ordering call. Pre-ordering functions can easily be completed during the course of these discussions. And even assuming that there were a 20 second disparity in the length of the call, AT&T does not assert — let alone explain why or how — such a disparity could impair its ability to solicit customers. (Indeed, one wonders how Mr. Pfau is qualified to reach any valid conclusion about the timeliness with which Ameritech provides information over its pre-ordering interfaces, given that AT&T has refused to utilize them.) Moreover, I would note that a 20 second disparity complies with Ameritech's contractual obligation to provide pre-ordering information on a real-time basis with a response in seconds. See AT&T Agreement, § 10.13.2. Thus, while a perfect, side-by-side comparison of OSS pre-ordering response times is neither required nor possible, Ameritech is nonetheless serving its wholesale customers in a manner that permits them to serve their own customers with equal effectiveness.

C. Other MPSC Performance Measurement Issues

15. The MPSC suggests Ameritech's performance reports should take account of twelve specific factors, which I will address in turn. First, the MPSC states (at 31) that "[b]oth the interface and performance of the operations support systems must be assessed." Although I generally agree with this statement, I would add that the ultimate measure of OSS performance is whether Ameritech is meeting its contractual obligations and providing parity and nondiscriminatory access to the products and services delineated in the Act. That is, while OSS performance is important, it is not an end in itself; rather, OSS interfaces — and Ameritech's legacy systems — simply facilitate access to the information needed by CLECs to provide equal quality service to their customers. Put another way, the manner in which Ameritech's interfaces and legacy systems process orders is of secondary importance if CLECs are receiving timely and accurately provisioned products as well as the levels of service to which they are entitled. Thus, provided Ameritech is meeting its contractual obligations and providing service at parity with the service it delivers to itself (in those cases when a parity comparison is possible), there remains room for judgment about whether additional OSS performance goals are helpful or superfluous.

16. It is uncontroverted, moreover, that once an order passes through the interface and enters Ameritech's legacy systems, the only factor that affects how accurately and how timely the order is processed is the content of the order itself. The legacy systems are "blind" to the identity of the carrier that originated the order, and therefore are incapable of discrimination. (A chart detailing flow-through rates within the legacy systems for all orders was attached as Schedule 8 to the initial affidavit of Mr. Joseph Rogers.) Thus, requesting carriers receive exact parity with respect to the legacy system processing of their orders, and

it should not be a cause for concern that Ameritech does not report its performance for such systems per se. Indeed, Ameritech cannot measure such performance in any meaningful way, as Ameritech's legacy systems have no ability to discern the identity of the originator of any particular order.

17. The MPSC also states (at 31): "Performance must measure what is in Ameritech's control in order to help prevent attempts to waive the relevance of particular performance measurements. If an order completion date can be determined either by Ameritech or by the desires of the customer, the latter should not be included in Ameritech's performance measure." If I understand this statement correctly, I agree and would note that Ameritech's performance reports are consistent with it, to the extent possible. For example, as I explained in my initial affidavit, installation due dates are selected in negotiations between the requesting carrier and the end user over which Ameritech has no control. Thus, if a customer selects a due date beyond the earliest available interval, it would be unreasonable to measure Ameritech's "time to install" based on that extended due date. However, Ameritech does not totally exclude these situations from its reported performance, as suggested by the MPSC. Rather, the Company incorporates them in a more meaningful way by measuring its performance against the actually selected due date rather than a standard interval, where the two dates are not the same. I should also point out that Ameritech's performance is dependent upon the quality of cooperation it receives from requesting carriers. Thus, while Ameritech attempts to exclude factors from its measurements that are not under its control, some such variables cannot be excluded.

18. The MPSC further asserts (at 31) that "[m]easurements must permit parity determinations to be made with Ameritech's own retail operations. Measuring rates of

completion within a target period of time rather than determining actual average time to complete a task does not permit direct comparisons to Ameritech's retail performance."5/ All other things being equal, I would fully agree that parity measurements are preferable to direct measurements against absolute benchmarks. That was Ameritech's stated approach when it arbitrated its interconnection agreements, and it remains our approach today. In addition, I would agree with the MPSC that average performance times are, in general, helpful measurements of actual performance when the functions being measured are identical and of a homogenous nature, particularly in combination with target measurements. To that end, Ameritech has publicly committed to providing "mean time to repair" information in addition to reporting the percentage of lines that remain out-of-service for a given period of time.

19. There are, however, exceptions to this general rule. As I explained in my initial affidavit (at ¶ 36), for example, there are specific reasons why it would not be meaningful for Ameritech to provide average service installation intervals for resale: orders vary greatly in complexity among carriers, customers select their due dates in negotiations beyond Ameritech's control (a concern that, as just discussed, the MPSC has found relevant to establishing performance measurements), CLECs have access to the same due dates as does Ameritech, and there is no practical way for Ameritech to measure (and therefore exclude from its performance reports) when CLECs do not select the earliest available due date. Nonetheless, to demonstrate

5/ In a similar vein, AT&T and LCI contend that Ameritech uses too many "target" measures. Pfau Aff., ¶¶ 17-20, 21, 47; LCI Br. at 19-20. AT&T further contends that order completion intervals are a key performance measurement. Pfau, ¶¶ 42-43 & n.38. Those contentions are remarkable, given the negotiation and arbitration history of those performance provisions between AT&T and Ameritech. More importantly, for the reasons that I explain in this affidavit, those contentions are wrong.

that CLECs are receiving equivalent access to available due dates, Ameritech is willing to submit to any reasonable audit — including a real-time audit — process and to report the results to the MPSC, the Commission, and other interested parties. (I suggest a format for this report in the joint affidavit of Messrs. Rogers, Mayer, and myself). Thus, while Ameritech does not measure average installation times, it is willing to provide information that is more meaningful and to submit to audits that verify that Ameritech is performing in an evenhanded manner. In short, Ameritech's performance benchmarks and reporting fully comply with the Act (as the MPSC and the ICC have found in approving Section 252 arbitrated interconnection agreements for Ameritech) and fully satisfy the MPSC's stated concern that "measurements must permit parity determinations to be made with Ameritech's retail operations."

20. The MPSC next states (at 31) that:

Although exact parity of operations may not exist on the retail and wholesale operations, instances which are substantially analogous should be utilized for purposes of comparison. For example, as was suggested by the DOJ, "the provisioning of an end-to-end combination of loop, switching, and transport elements is, in some cases, analogous to a BOC's retail POTS line. In such cases, the Department would normally expect a BOC to process an order in the same automated fashion that it processes retail POTS lines."

Ameritech's performance measurement and reporting already complies with the first sentence of the MPSC's statement. With respect to the rest of the statement, however, the MPSC's position, which is also advanced by AT&T (Pfau Aff., ¶¶ 65-66), is based on the assumption that end-to-end provisioning of unbundled elements is comparable — from a provisioning and performance perspective — to provisioning resold services. That is not a valid assumption. Each CLEC has a different set of end users and, therefore, different routing objectives in configuring its network. Accordingly, even if Ameritech were to lease to a requesting carrier

the same set of elements — including switches and transport — that Ameritech uses to service certain customers, that carrier would almost certainly engineer and administer the network differently than would Ameritech, according to its own performance criteria and needs. Given the size of Ameritech's retail network, engineering and administrative decisions are made for large groups of customers at a time, rather than on a smaller, more individualized basis, as with CLECs. In the unbundled elements context, each provisioning decision is custom tailored by the CLEC. Thus, even if it were theoretically possible to juxtapose Ameritech's provisioning performance for resale with its provisioning performance for the platform, the result would be an "apples to oranges" comparison that has no bearing on whether the CLEC is receiving parity.

21. The MPSC further states (at 31) that "[p]erformance comparisons between CLECs and between CLECs and Ameritech retail operations must recognize the fact that small and large CLECs may find it economically advantageous to utilize different interfaces." I do not read this statement as suggesting that Ameritech must develop separate sets of OSS electronic interfaces for different carriers, depending on their size and economic circumstances. Such a suggestion would be clearly at odds with this Commission's pronouncements regarding access to OSS functions. Rather, the relevant inquiry that the MPSC appears to be espousing is whether Ameritech has initiated processes to accommodate and aid smaller carriers to effectively use the same interfaces that are available to all carriers on a nondiscriminatory basis. Ameritech plainly has done this. While Ameritech has not developed a separate set of electronic interfaces for smaller carriers, it has taken a number of steps to ensure that those carriers can effectively obtain access to Ameritech's OSS functions and service customers at parity with Ameritech's retail operations. For example, Ameritech has developed and provided CCT and USN with

access to a graphical user interface ("GUI"), a tool that permits them to obtain electronic access to Ameritech's repair and maintenance OSS, and will do so for other carriers upon request. Of course, the best proof of Ameritech's efforts in this regard is the demonstrated success of smaller carriers, such as Brooks Fiber and CCT, in entering the local services arena and competing head-to-head with Ameritech and other carriers.

22. Moreover, although Ameritech does not have separate performance standards for smaller carriers that elect not to utilize Ameritech's standard electronic interfaces and opt instead to send orders manually, this does not work any disadvantage to such CLECs in terms of performance; that is, Ameritech must satisfy the same contractual obligations for provisioning, etc. regardless of whether the requesting carrier utilizes Ameritech's electronic interfaces.

23. The MPSC maintains (at 31):

Again in reference to parity measurements, the functions which Ameritech performs manually for its own retail customers must be clearly identified so it can be determined, for example, whether manual or electronic processing for Centrex orders is the standard against which the processing of resale Centrex orders should be compared.

Ameritech is committed to providing information that demonstrates parity of outcome in provisioning performance, and to reporting information that demonstrates that requesting carriers are receiving nondiscriminatory access to its OSS functions. With respect to Centrex specifically, I would note that Centrex is a complex, customized service that generally requires some manual review. Ameritech does not, however, internally monitor the extent to which it manually or electronically processes orders for any given type of service, including Centrex. Accordingly, it cannot report such information. Moreover, the manner in which Ameritech processes each of its particular services is of secondary importance to the issue of whether

Ameritech is meeting its contractual obligations and providing service at parity with its own quality of service — which is easily verifiable from Ameritech's current performance reports.

24. The MPSC also suggests (at 31-32) that:

Measurements must be refined enough to permit meaningful parity comparisons to be made. That is, if business orders are more complex and handled differently by Ameritech's retail operations than are residential orders, performance measures should distinguish these operations. Separate measurements for different customer classes, geographic areas or service products may be required.^{6/}

Fairly read, Ameritech fully complies with this requirement. Although Ameritech's performance reports do not differentiate in the aggregate between business and residential subscribers, because Ameritech's own internal processes do not differentiate between the two, Ameritech's performance reports are significantly disaggregated on the basis of the product or service being offered. For example, Ameritech has committed to separately measure and report its performance for POTS, Hicap, and Subrate resale service. In addition, as I described in my initial affidavit, Ameritech will provide to any wholesale customer an analysis of parity and performance information on a geographic basis approximating the wholesale customer's service area, upon the customer's request. A sample of such analysis, comparing the performance of Brooks Fiber and Ameritech Retail, is found in Schedule 28 to my initial affidavit. Hicap and Subrate services are generally provisioned to businesses. Thus, while Ameritech does not disaggregate its performance on the basis of business and residential service per se, it substantially achieves the same objective by disaggregating different types of service. In

^{6/} Several of Ameritech's competitors, such as AT&T and LCI, raise similar arguments. See Pfau Aff., ¶¶ 26-31; LCI Br. at 19-20.

addition, Ameritech does not have separate targets for business and residential performance. Thus, requesting carriers are receiving parity of information in this regard.

25. The MSPC further maintains that "[a] specified determination of how measurements should be made must be delineated. If orders received late in the day are treated as next day orders, this should be specified and Ameritech's retail operations should be similarly measured." Ameritech has no objection to this statement and in fact has already complied with it. As noted in my initial affidavit (at ¶¶ 38-46), Ameritech has worked with requesting carriers to develop specific procedures for calculating installation and outage times. In addition, Ameritech utilizes a standard provisioning cutoff time of 3:00 p.m., due to the practical impossibility of providing same-day provisioning for orders received that late in the day. The same procedures and cutoff time apply to Ameritech in the retail context.

26. The MPSC states (at 32) that "OSS performance relative to directory assistance, white pages listings, number portability, operator services and 9-1-1 should be determined. Although Ameritech made limited proposals on these issues (in some cases only on speed of answer), no actual reports have yet been provided to the MPSC on which performance can begin to be assessed." While Ameritech has generally placed a priority on its interconnection, unbundled elements, and resale performance reports, and its related OSS reports associated with the provision of those items, Ameritech will report on each of the additional items identified by the MPSC, using the same format as Ameritech's existing OSS performance reports, as soon as the data and activity become sufficient to render the reports meaningful. In addition, Ameritech has recently generated reports for directory assistance and operator services, which I have appended to this reply affidavit as Reply Schedule 35. The data indicate that, as of May 31,

1997, Ameritech's average speed of answer for directory assistance — for all customers — is 4.8 seconds. As of the same date, Ameritech's average speed of answer for operator services — for all customers — is 4.2 seconds. With respect to number portability, Ameritech will provide such reports when permanent number portability is instituted; currently there is nothing to measure, as all that has been implemented is remote call forwarding and direct inward dialing.

27. With respect to white pages, as requesting carriers begin to transmit their customers' numbers electronically, Ameritech will provide a parity report that permits them to compare the directories' accuracy in publishing CLEC numbers with their accuracy in publishing Ameritech numbers. Presently, however, requesting carriers are sending their numbers manually (via fax), and it is not electronically feasible to compare, in a manner meaningful for parity purposes, the consistency of the information that Ameritech submits to its publishers with the information that the carriers submitted. In these types of situations Ameritech's involvement is limited to entering CLEC-submitted data into its system and forwarding them to the publisher. Nonetheless, Ameritech currently audits its telephone books, as they are published, to determine whether the published numbers correspond to those that were electronically transmitted to the publisher. Given that the audit samples numbers without regard to whether they belong to CLEC customers or Ameritech customers, CLECs are included in these measurements, and Ameritech will provide those results until such time as CLECs begin electronically transmitting their customers' directory information.

28. Ameritech also plans to provide reports regarding its performance as to updates to 911 databases. As requesting carriers begin migrating to national standards for electronic submission of 911 data (as discussed in greater detail in the affidavit of Mr. Timothy Jenkins),

Ameritech will forward the information electronically and provide reports comparing the Company's timeliness in updating CLEC files with its timeliness in updating Ameritech files. Currently, however, Ameritech is receiving these updates manually (via fax), and there is no electronically feasible way to provide a report demonstrating whether parity of service is being achieved.

29. The MPSC continues (at 32):

Reporting schedules and formats must be specified. In addition, a review must be made of the degree to which reports can or should be made on a proprietary basis. If the Act requires that network elements be provided on a nondiscriminatory basis, comparing both one provider to another and Ameritech retail operations to its wholesale operations, protection of all information may discourage or totally prevent available information from being utilized.

Ameritech has complied with these statements. The format for Ameritech's performance reports are set out in Schedules 3-16 to my initial affidavit. With respect to the issue of proprietary information, Ameritech provides each CLEC with its own carrier-specific data, which permits it to compare its performance with the that of CLECs as a whole and, where possible, with Ameritech's retail operations. In addition, although Ameritech does not disclose CLEC-specific information to any other CLECs (as the information could have an anticompetitive effect), it will provide ACI-specific performance reports, and the underlying data supporting such reports, to the MPSC, or to this Commission, upon request, as explained in my initial affidavit (at ¶ 120).

30. The MPSC further maintains (at 32):

The period of time must be specified during which performance measures can be assessed and judged. For example, if the first month of a new CLEC's OSS operations is not meaningful because of learning activity occurring on both sides, perhaps the measures of performance for this new provider should be excluded for that month from overall performance measurements for the Company.

Conceptually, Ameritech has no objection to this statement, and its performance reporting procedures already provide all of the necessary information to permit such judgments and assessments to be made. Ameritech agrees that performance measures become more accurate and therefore more meaningful as the volume of activity being measured increases. Put another way, the Company expects some degree of volatility in its performance numbers while volumes remain modest. However, it is not possible to predict in advance whether the volume of activity during any given month and for any given measurement will be sufficient to support a meaningful report. Accordingly, Ameritech continues to report each measure that it has begun reporting. I would also note that the remedies for noncompliance provided in the AT&T Agreement are triggered only by statistically significant deviations from the performance benchmark. See AT&T Agreement, § 3.8.3. Thus, the parties agree that only statistically significant deviations are relevant, and this is wholly consistent with the MPSC's stated views.

31. The MSPC also states (at 32) that "remedies and/or penalties for noncompliance with established performance standards must be clearly specified." I agree that it is important that requesting carriers have clearly specified remedies for any Ameritech noncompliance with the performance standards in its interconnection agreements. I would note, however, that Ameritech's interconnection agreements already contain such clearly-specified remedies. For example, the MPSC-approved AT&T Agreement identifies specific remedies for noncompliance with the performance standards contained in the agreement. Specifically, if the data indicate that:

- (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by

which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach".

AT&T Agreement, § 3.8.3. As for remedies, § 3.8.5 of the AT&T Agreement provides:

Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

These provisions fully satisfy the MPSC's position regarding clear specifications of remedies and/or penalties for any Ameritech failure to meet its performance standards.

32. It is worth noting that the performance measurements in the Ameritech Michigan AT&T Interconnection Agreement were also arbitrated in Illinois, and the ICC found them to comply fully with Sections 251 and 252 of the Act. See AT&T Arbitration Decision, Ill. C.C. Doc. No. 96-AB-003-004, pp. 11-14, 30-31, 37-38, 46-47. In fact, the ICC-approved performance standards were the basis for the standards that the MPSC approved in Michigan.

33. In addition, Ameritech's performance measurements are consistent with the suggested approach of the Department of Justice ("DOJ"), as set forth in the affidavit of Mr. Michael Friduss in commenting on Southwestern Bell Telephone Company's 271 application. Attached to the joint reply affidavit of myself, Mr. Joseph Rogers, and Mr. John Mayer is a schedule demonstrating the consistency of Ameritech's performance standards with the DOJ's stated views.

D. Responses to Carrier-Specific Claims

AT&T

34. In addition to advocating a number of the MPSC's positions discussed above, AT&T raises certain other claims regarding Ameritech's performance measurements. For example, AT&T asserts that Ameritech's performance measures do not account for significant differences in service and activity. Pfau Aff., ¶¶ 26-31. That assertion is wrong. As I noted above, for example, Ameritech disaggregates its performance for different types of resold service, including POTS lines, Hicap lines, and Subrate lines, as well as for loops. With respect to differences in "activity mixes," of which the only example given by AT&T is repairs involving dispatches, I would simply note that Ameritech's field technicians receive CLEC trouble tickets via the same "force and load" system as they receive Ameritech's troubles, on a first come, first served basis. I should also note that the ICC Hearing Examiner has expressly rejected AT&T's assertion in the ICC's pending Section 271 compliance proceeding for Ameritech Illinois.

35. AT&T also complains that Ameritech does not address whether certain volatilities in its performance reports are statistically significant, and that Ameritech's performance reports are not representative of a sufficiently long-term period to comprise the basis for a valid judgment about the Company's performance. Pfau, ¶¶ 16, 32.^{7/} It is important to remember, however, that the AT&T Agreement itself defines breach of the parties' performance standards in terms of statistically significant deviations from the benchmark. As noted above, Section 3.8.3 of the AT&T Agreement provides in relevant part:

If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity

^{7/} LCI advances the same claim. LCI Br. at 19-20.

measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach".

Accordingly, wherever a deviation in Ameritech's performance is statistically significant, Ameritech is in breach and AT&T may invoke the remedies in its agreement. Second, while I am not a statistician — and therefore cannot define whether a given change in Ameritech's performance is "statistically significant" — I would stand by my statements that where there are differences between Ameritech's performance for itself and for the CLECs, those differentials are not excessive in light of the differences in low volumes involved. Indeed, neither AT&T nor any other party offered any explanation to support the claim that any month-to-month deviations in Ameritech's performance reports were significant, given current volume levels. Moreover, as a bottom-line proposition, it is uncontroverted that Ameritech's performance has been of sufficiently high quality that numerous carriers — including AT&T — not only have successfully entered the local services marketplace, but are expanding their presence at a rapid pace. These objective market-based facts speak louder about the high quality of Ameritech's performance than any complaints that AT&T may make as part of its litigation posture.

36. AT&T also asserts that the performance standards contained in Ameritech's interconnection agreements are only minimum standards with which Ameritech must comply in order to avoid contractual penalties, and that parity is purportedly a separate and higher requirement. Pfau Aff., ¶¶ 22-23. These assertions are identical to those made by AT&T, and rejected by the Hearing Examiner, in the Illinois Section 271 proceeding. Ill. C.C. Docket No. 96-0404, Hearing Examiner's Second Proposed Order, p. 101. AT&T's position slights and severely mischaracterizes the purpose of the arbitrations, which were the primary means of

ensuring Ameritech's compliance with Sections 251 and 252 of the Act. Indeed, Ameritech's interconnection agreements were approved by the MPSC precisely because they reflect its obligations under the Act and comply with the public interest. See MPSC April 4 Order, p. 5.

37. The standards in Ameritech's interconnection agreements were proposed and arbitrated on the premise that Ameritech will measure functions that it performs for itself wherever possible; however, where Ameritech does not perform comparable functions for itself — for example, the provisioning of unbundled loops — then the relevant benchmarks are based on absolute standards designed to ensure that requesting carriers can serve their customers with equal effectiveness. Ironically, but undoubtedly by design, AT&T sings the siren song of parity whenever it is unsatisfied with a particular benchmark that was arbitrated and found by the MPSC to comply with Sections 251 and 252. AT&T is more than willing to depart from the ideal of parity, however, in order to have its own "alternative" benchmarks unilaterally imposed by this Commission.

38. AT&T complains that Ameritech does not provide information regarding order and provisioning accuracy. Pfau, ¶¶ 44-45. However, CLECS may verify order accuracy simply by using the pre-ordering interface to retrieve their customers' CSRs after the orders have been completed. (CSRs are generally updated within 24 hours of the completion of the order.) In addition, Ameritech measures new service failures, which permits CLECs to monitor provisioning accuracy whenever Ameritech is notified of a trouble within the first seven days of service. To the extent that end-users do not report new service failures, Ameritech's retail operations are subject to the same limitation, and hence are equally affected.

39. AT&T maintains that Ameritech should provide "estimated time to repair" information or, alternatively, "missed appointments" information. Pfau, ¶¶ 57-58. Ameritech does not monitor the times at which its repair technicians arrive at the customers' premises. Instead, the Company monitors and provides "mean time to repair" data, which serves the same objective by permitting CLECs to monitor whether their customers' repair requests are timely satisfied. Nonetheless, Ameritech will provide missed appointments information as a special analysis, upon the request of a carrier, the MPSC, or the Commission.

40. With respect to AT&T's assertion that Ameritech's OSS availability report should be calculated on the basis of "scheduled time available" (Pfau, ¶¶ 59-60), that assertion is a red herring. Ameritech already utilizes this criteria for all of its OSS performance reports. I would add only that Ameritech's pre-ordering reports are based on simulated numbers rather than commercial use. This is because pre-ordering functions depend upon the real-time availability of not only the interface, but the supporting OSS.

41. In order to accommodate this difference, Ameritech engaged IBM in the fourth quarter of 1996 to develop an appropriate methodology for measuring pre-ordering performance. IBM advised that, in order to measure pre-ordering availability equitably, Ameritech should measure pre-ordering outside of the Ameritech network interface. This facilitates verification that all system components — including applications, platforms, and networks — under the control of Ameritech are available to CLECs. IBM recommended software that performs simulated pre-ordering transactions and verifies that all systems, including both CLEC interfaces and legacy applications, are available. This process, which runs during published hours of availability, initiates transactions through the same production systems utilized in CLEC

transactions. Thus, Ameritech's software measures and reports systems availability during published hours, but independent of CLEC activity.

42. AT&T complains that while Ameritech says it is incapable of discriminating among CLECs in the context of speed of answer for operator services and director assistance, Ameritech must also show that it doesn't discriminate between CLECs and itself. Accordingly, AT&T suggests that Ameritech should compare speed of answer information for CLECs with the speed of answer experienced by Ameritech's retail customers when they call an Ameritech service center. Pfau Aff., ¶¶ 61-62. AT&T's assertion is groundless. To begin with, Ameritech cannot discriminate among those who call for operator services or directory assistance — whether the originator of the call is an Ameritech customer or a CLEC customer — because Ameritech's OS/DA personnel do not know the identity of the end-user or the end-user's local carrier (unless that carrier chooses to route its OS/DA traffic to Ameritech through dedicated OS/DA trunks). Those persons answering such calls do not know who is calling, and answer calls on a first-come, first-served basis. Moreover, the data indicate that such calls have been answered, on average, within 4.8 seconds for directory assistance, and within 4.2 seconds for operator services. See Reply Schedule 35.8/ Given Ameritech's inability to discriminate and the consistent timeliness of Ameritech's operators and directory assistants, a comparison to Ameritech's service centers is entirely unnecessary.

43. AT&T complains that Ameritech has not provided billing accuracy data or retail billing information to permit a timeliness comparison. Pfau, ¶¶ 63-64. Although Ameritech has

8/ This information also satisfies the concern of AT&T and the Local Competition Users Group ("LCUG") that Ameritech provide "average speed to answer" information for operator services and directory assistance calls. Pfau, ¶ 67; LCI Comments, Exhibit 1, p. 13.

not yet provided billing accuracy data, Ameritech is in the process of developing a software system that will permit the Company to provide billing accuracy reports within the third quarter of 1997, first for daily usage and thereafter for AEBS billing. These reports will include "number of usage" records and "number of errored" records. With respect to the timeliness of Ameritech's own internal billing system, Ameritech's target of providing daily usage files within five (5) days corresponds to the standard used to measure the timeliness of the (now limited) recording of interexchange daily usage that Ameritech provides for AT&T. See Reply Schedule 2. As confirmed by its use in this context, five days is a reasonable target for provision of such files. Ameritech generally "pulls" the data for its end users at least once within every five-day interval, and it generally takes approximately 2-3 days (in some cases, 4-5 days) for Ameritech's billing ("AMA") systems to convert the information to an EMR format, break it apart (into access usage, retail usage, and resold usage), and transmit it.

44. AT&T also objects that Ameritech does not report "transmission quality, speed of connection, call completion rate, and call blockage." Pfau, ¶ 68. This objection is baseless. As explained in great detail in the initial affidavit of Mr. Daniel Kocher (at ¶¶ 6-10, passim), Ameritech's network is engineered to be blind to, and therefore incapable of discriminating against, the traffic of requesting carriers — whether on the basis of transmission quality, speed of connection, call completion, or call blockage. Thus, Ameritech and requesting carriers receive parity of service with respect to these measures, and AT&T's position amounts to measurement for measurement's sake. Moreover, the performance criteria identified by AT&T are, by their very nature, network-wide criteria. Because Ameritech's network is blind to the

identity of the end-user and that end-user's local carrier, it is incapable of measuring such criteria for individual carriers.

45. AT&T further maintains that Ameritech's performance measurements must be subject to auditing to ensure that Ameritech's data are properly processed and that its measures are clearly defined. Pfau Aff., ¶¶ 32, 70.^{9/} Such an "audit" requirement, however, is unrelated to the issue of whether Ameritech's performance measurements and reporting procedures are sufficient to confirm its compliance with the checklist (and to detect any possible "backsliding," subsequent to Ameritech's entry into long distance). Moreover, AT&T's position presumes not only that disputes over the accuracy of Ameritech's report data will arise, but that such disputes cannot be resolved by the parties themselves, by the Commission, or by the MPSC. This presumption, of course, is refuted by the demonstrated ability of AT&T and Ameritech jointly to submit performance data to the DOJ. In addition, as I explained in my initial affidavit (¶¶ 17-28), Ameritech's performance measurements are based on Ameritech's actual experience and designed to permit a meaningful comparison between Ameritech's performance for its retail customers and for requesting carriers. Ameritech's definitions are created with the same purposes in mind: they are intended (and, if necessary, refined) to make the measurements a meaningful way of comparing CLEC and Ameritech performance. For example, Ameritech excludes from its measurement of loop trouble tickets those "troubles" that relate to the inter-exchange carrier, those representing calls that simply requested information, and those that relate to customer-provided equipment. This approach is true not only for the definitions contained in Ameritech's monthly reports, but for Ameritech's procedures for

^{9/} LCI raises the same contention. LCI Br. at 19-20.

calculating outage and installation times, and for setting due dates, among other procedures. Over the coming months, Ameritech will formally incorporate these definitions into its monthly performance reports. To the extent that a requesting carrier believes that a certain measure should be further explained, or that a certain definition needs refining, Ameritech invites the carrier to request such an explanation or refinement. AT&T, however, identifies no specific definitions that lack the requisite clarity.

Local Competitors Users Group

46. AT&T and several other long distance carriers, known as the "Local Competitors Users Group" ("LCUG"), have together proposed a set of performance benchmarks as an alternative to Ameritech's own performance measurements. These performance benchmarks are the same benchmarks that the Illinois Hearing Examiner has rejected in his June 20, 1997 HEPO. In fact, they are virtually identical to AT&T's "Direct Measures of Quality" ("DMOQs"), which AT&T unilaterally developed and proposed in its Section 252 arbitrations with Ameritech last August, and which both the MPSC and ICC rejected in those arbitrations. AT&T, for example, suggests that if Ameritech does not comply with its suggestions, the Company should be subject to the LCUG's "parity performance benchmarks," which are set forth in Attachment 7 of Mr. Pfau's affidavit. The arbitration agreements, AT&T argues, merely set the worst permissible performance. Pfau, ¶¶ 76-79. LCI suggests (at 20-21) that these benchmarks are consistent with the DOJ's standards, as set forth in the affidavit of Mr. Michael Friduss in commenting on the SBC application.

47. These arguments should be rejected. First, Mr. Pfau's suggestion that the MPSC-approved agreements somehow reflect a compromise position or less than the Act requires is

disingenuous. Mr. Pfau has himself testified that AT&T regarded Sections 251 and 252 of the Act as establishing the minimum or "floor" for its negotiations and arbitrations with Ameritech. Ill. C.C. Docket No. 96-0404, Tr. 948-53. Mr. Pfau's position is also inconsistent with AT&T's pursuit of arbitration on a region-wide basis with Ameritech, and its public statements regarding those arbitrations. As AT&T recently explained, "[t]hrough negotiation with Ameritech and arbitration of open issues, AT&T sought to enforce the duties the 1996 Act places on Ameritech." See AT&T v. Illinois Bell Tel. Co., C.A. No. 97-C-0886 (N.D. Ill.), Complaint, ¶ 8 (filed, February 12, 1997). Most importantly, Mr. Pfau's position is inconsistent with the MPSC's finding that the entire agreement between Ameritech and AT&T — including its performance standards for interconnection, unbundled elements, resale, and access to operations support systems — complies with Sections 251 and 252 of the Act and is in the public interest. MPSC April 4 Order, p. 5.

48. Second, as I noted above, most of the "alternative" minimum benchmarks proposed by AT&T and the LCUG are identical to the unilaterally defined Direct Measures of Quality ("DMOQs") that AT&T proposed — and that were either withdrawn by AT&T or rejected by the MPSC — in its arbitrations with Ameritech. Moreover, where the proposed benchmarks are not identical to those originally proposed by AT&T, they are even more onerous. Mr. Pfau acknowledges this, but suggests that these more stringent benchmarks are necessary because Ameritech does not comply with its other proposals. This suggestion is merely a disingenuous attempt to circumvent the findings of the MPSC.

49. Third, Ameritech's own performance measurements are far more consistent with the DOJ's proposed measurements, as set forth in the affidavit of Mr. Friduss. Indeed,

Ameritech already provides nearly all of the performance information requested by the DOJ, and the DOJ in fact holds out Ameritech's performance reports as exemplars. The limited instances in which Ameritech does not provide information requested by the DOJ is discussed in my joint reply affidavit. See also Reply Schedule 1.

50. Finally, the LCUG proposals were unilaterally arrived at by interexchange carriers without any input from Ameritech, any other RBOC, or any local exchange carrier. Not surprisingly, then, they do not accurately reflect the economics and operational realities of the local network, or the relevant measurements that Ameritech uses to gauge its own network performance. Rather, they are based on the economics and operating standards of the long distance business, which is far more standardized. Moreover, the LCUG proposals seek to impose absolute standards that are wholly irrelevant to measuring parity of performance (which, by definition, involves the use of comparative, rather than absolute, standards). Accordingly, the LCUG proposals serve neither to confirm checklist compliance nor to detect any possible "backsliding" by Ameritech after its entry into long distance. Indeed, they are but another example of how the interexchange carriers are more than willing to depart from the ideal of parity, whenever it serves their own purposes.

51. LCI also maintains that Ameritech does not disaggregate its performance for each OSS interface. This is simply incorrect. Ameritech's OSS reports — for cycle time, reliability, and availability — all disaggregate the performance of each interface. See Mickens Aff., Schedules 25-27.

TCG

52. In its comments, TCG states that Ameritech's reports are insufficiently detailed for it to understand how the quality of service and performance that it receives compares with Ameritech's performance for other CLECs. TCG Br. at 10. TCG also asserts that it has not experienced the level of operational negotiation and cooperation that CCT has received, despite numerous requests. TCG Br. at 10-11. Finally, as it has asserted in the Section 271 compliance proceedings before the MPSC and ICC, TCG asserts that Ameritech must provide six months of positive performance with respect to every measure prior to being permitted to enter the long distance market.

53. TCG does not identify any specific shortcomings in Ameritech's performance measurements. However, Ameritech is committed to working with TCG, and any other carriers, to resolve definitional and operational issues in its monthly operational meetings. With respect to TCG's assertion that it has not enjoyed sufficient cooperation with Ameritech, I must emphasize that Ameritech and TCG have recently reached agreement regarding all major operational issues. See Reply Schedule 3 (correspondence from Warren Mickens to William Riggan, TCG). To the extent that new disagreements arise in the future — a normal and expected part of any ongoing inter-company business relationship — the parties will continue to meet to resolve them. In fact, the companies are in the process of developing a joint operating plan that addresses such issues in detail.

54. For example, TCG recently complained that Ameritech purportedly had in place a procedure of addressing trunk blockage concerns at central offices in alphabetical order, rather than on the basis of urgency. Ameritech explained that the candidates for direct-end office trunking were organized alphabetically for organizational purposes, not for purposes of